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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/618,236	07/11/2003	Victor C. York	HO-P02782US0	8594
7590 12/13/2007 VICTOR C. YORK CREDITCARE SYSTEMS, LLC. 1880 S. DIARY ASHFORD SUITE 180 HOUSTON, TX 77077			EXAMINER RANGREJ, SHEETAL	
			ART UNIT 3626	PAPER NUMBER
			MAIL DATE 12/13/2007	DELIVERY MODE PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

## Office Action Summary

**Application No.**

10/618,236

**Applicant(s)**

YORK ET AL.

**Examiner**

Sheetal R. Rangrej

**Art Unit**

3626

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 14 September 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-20 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-20 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date \_\_\_\_\_
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_

*Prosecution History Summary*

1. Claims 1, 10-11, and 15 have been amended.
2. Claims 1-20 are pending.

*Request for Interview*

3. A telephone call was made to John Karl Buche to grant an interview, but no reply from the Applicant was received, therefore no interview was conducted.

*Claim Rejections - 35 USC § 112*

4. The examiner has withdrawn the 35 USC §112, second paragraph rejection of claim 10 based on the amendment.

*Claim Rejections - 35 USC § 102*

5. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(a) the invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for a patent.

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

6. Claims 1-2, 4-9, and 11-12 are rejected under 35 U.S.C. 102(e) as being anticipated by Whitney (U.S. Publication No. 2002/0111901).

7. As per claim 1, Whitney teaches a method for obtaining payment for services provided by a healthcare provider to a patient via a servicer, comprising:

-said servicer receiving from said healthcare provider an executed finance agreement between

said patient and said healthcare provider executed without access to said patient's credit history **(Whitney: para. 0021)** in which said patient agrees to make a periodic payment to said servicer at a predetermined interest rate and for a predetermined duration of obligation **(Whitney: para. 0018-0019)**;

-said servicer periodically sending to said patient a request for said periodic payment **(Whitney: para. 0038)**;

-said servicer periodically receiving from said patient a payment **(Whitney: para. 0039)**; and,

-said servicer periodically sending to said healthcare provider a portion of said collected payment **(Whitney: para. 0039)**.

8. As per claim 2, the method of claim 1 is as described. Whitney teaches wherein said periodic payment is a monthly payment **(Whitney: para. 0019)**.

9. As per claim 4, the method of claim 1 is as described. Whitney teaches wherein said collected payment includes a principal amount and an interest amount and wherein said portion includes said principal amount **(Whitney: para. 0019)**.

10. As per claim 5, the method of claim 1 is as described. Whitney teaches wherein said collected payment includes a principal amount and an interest amount and wherein said portion excludes said interest amount **(Whitney: para. 0019)**.

11. As per claim 6, the method of claim 1 is as described. Whitney further teaches:

-said provider completing a finance worksheet with information obtained from said patient **(Whitney: para. 0033)**;

-said provider completing a patient information worksheet with information obtained from said patient **(Whitney: para. 0033)**; and,

-said provider populating said finance agreement with information from said finance worksheet and said patient information worksheet (**Whitney: para. 0034**).

12. As per claim 7, the method of claim 6 is as described. Whitney teaches further comprising said provider completing a guarantor information worksheet (**Whitney: para. 0034**).

13. As per claim 8, the method of claim 1 is as described. Whitney further teaches wherein said finance agreement is executed remotely using a network connection between said healthcare provider and said servicer (**Whitney: para. 0042**).

14. As per claim 9, the method of claim 8 is as described. Whitney further teaches wherein said network connection is an Internet connection (**Whitney: para. 0042**).

15. System claim 11 repeat the subject matter of claim 1 as a set of system elements rather than a series of steps. As the underlying process has been shown to be fully disclosed by the teachings of Whitney in the above rejection of claim 1, it is readily apparent that the Whitney reference includes a system to perform the recited functions. As such, these limitations are rejected for the same reasons provided in the rejection of claim 1 and incorporated herein.

16. As per claim 12, the system of claim 11 is as described. Whitney further teaches wherein said first transmission means comprises electronic transmission over an Internet connection (**Whitney: para. 0042**).

***Claim Rejections - 35 USC § 103***

17. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made

to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

18. Claims 3, 13, 15, and 18-19 are rejected under 35 U.S.C. 103(a) as being unpatentable over Whitney (U.S. Publication No. 2002/0111901) in view of Boyer et al. (U.S. Patent No. 6,208,973).

19. As per claim 3, the method of claim 1 is as described. Whitney does not teach wherein said request is a credit card styled statement.

Boyer teaches wherein said request is a credit card styled statement (**Boyer: figure 5**).

One of ordinary skill in the art at the time the invention was made would have found it obvious to combine the teachings of Whitney and Boyer with the motivation of providing a faster more efficient collection of payment and for letting patients pay for medical services at participating providers (**Boyer: col. 2, 34-51**).

20. System claim 13 repeat the subject matter of claim 3 as a set of system elements rather than a series of steps. As the underlying process has been shown to be fully disclosed by the teachings of Whitney in view of Boyer in the above rejection of claim 3, it is readily apparent that the Whitney in view of Boyer references include a system to perform the recited function. As such, these limitations are rejected for the same reasons provided in the rejection of claim 3 and incorporated herein.

21. As per claim 15, Whitney teaches a method for collecting a self-pay/co-pay debt obligation owed to a healthcare provider by a patient using a servicer, comprising:

-said healthcare provider executing a finance agreement with said patient for said self-pay/co-pay obligation without access to said patient's credit history, said finance agreement including interest rate, the periodic payment amount, and the duration of obligation of said patient

**(Whitney: para. 0021, para. 0018-0019);**

-said healthcare provider transmitting said finance agreement to said servicer **(Whitney: figure 1);**

- said servicer receiving said payment from said patient, wherein said payment comprises a principal portion and an interest portion **(Whitney: para. 0019, 11-14);** and

- said servicer transmitting said principal portion to said healthcare provider **(Whitney: para. 0019, 11-14).**

Whitney does not teach a method for collecting a self-pay/co-pay debt obligation owed to a healthcare provider by a patient using a servicer, comprising said servicer sending a credit card styled request to said patient for payment according to said finance agreement's terms.

Boyer teaches a method for collecting a self-pay/co-pay debt obligation owed to a healthcare provider by a patient using a servicer, comprising said servicer sending a credit card styled request to said patient for payment according to said finance agreement's terms **(Boyer: col. 11, 19-21; figure 5).**

One of ordinary skill in the art at the time the invention was made would have found it obvious to combine the teachings of Whitney and Boyer with the motivation of providing a faster more efficient collection of payment and for letting patients pay for medical services at participating providers **(Boyer: col. 2, 34-51).**

22. As per claim 18, the method of claim 15 is as described. Whitney does not teach wherein said receiving step comprises receiving an electronic payment from a patient using a Stored Value Card

Boyer teaches wherein said receiving step comprises receiving an electronic payment from a patient using a Stored Value Card (**Boyer: figure 4, 200**).

One of ordinary skill in the art at the time the invention was made would have found it obvious to combine the teachings of Whitney and Boyer with the motivation of providing a faster more efficient collection of payment and for letting patients pay for medical services at participating providers (**Boyer: col. 2, 34-51**).

23. As per claim 19, the method of claim 15 is as described. Whitney further teaches wherein said healthcare provider transmitting step comprises transmitting said finance agreement electronically by accessing a World Wide Web site over the Internet (**Whitney: para. 0042**).

24. Claims 10, 14, and 17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Whitney (U.S. Publication No. 2002/0111901) in view of Klesse (U.S. Patent No. 5,583,760).

25. As per claim 10, the method of claim 8 is as described. Whitney does not teach further comprising the step of remotely obtaining said patient's signature over said network connection using an ID authentication device.

Klesse further teaches further comprising the step of remotely obtaining said patient's signature over said network connection using an ID authentication device (**Klesse: col. 4, 37-42**).

One of ordinary skill in the art at the time the invention was made would have found it obvious to combine the teachings of Whitney and Klesse with the motivation of creating a unique credit account file to correctly charge the patient (**Klesse: col. 2, 30-35**).

26. As per claim 14, the method of claim 11 is as described. Whitney does not teach further wherein said transmission means comprises electronic funds transfer.



Klesse further teaches wherein said transmission means comprises electronic funds transfer (**Klesse: figure 3, 310**).

One of ordinary skill in the art at the time the invention was made would have found it obvious to combine the teachings of Whitney and Klesse with the motivation of not delaying payment to providers (**Klesse: col. 2, 50-54**).

27. As per claim 17, the method of claim 15 is as described. Whitney does not teach further teaches wherein said receiving step comprises receiving an electronic payment from a patient accessing a World Wide Web site over the Internet (**Klesse: figure 3, 310**).

Klesse teaches further teaches wherein said receiving step comprises receiving an electronic payment from a patient accessing a World Wide Web site over the Internet (**Klesse: figure 3, 310**).

One of ordinary skill in the art at the time the invention was made would have found it obvious to combine the teachings of Whitney and Klesse with the motivation of not delaying payment to providers (**Klesse: col. 2, 50-54**).

28. Claims 16 and 20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Whitney (U.S. Publication No. 2002/0111901) in view of Boyer et al. (U.S. Patent No. 6,208,973) and further in view of Freeman, Jr. et al. (U.S. Patent No. 6,012,035).

29. As per claim 16, the method of claim 15 is as described. Whitney and Boyer do not teach wherein said servicer is an affiliate of said healthcare provider.

Freeman teaches wherein said servicer is an affiliate of said healthcare provider (**Freeman: col. 3, 46-48**).

One of ordinary skill in the art at the time the invention was made would have found it obvious to combine the teachings of Klesse in view of Whitney with Freeman with the motivation of having prearranged service availability with particular health care providers where access, availability, and methodology of treatment modalities are directly related to the structure and the payment mechanism inherent in vertically oriented organizations and related systems **(Freeman: col. 1, 41-47)**.

30. As per claim 20, the method of claim 15 is as described. Whitney and Boyer do not teach further comprising the steps:

- said servicer scoring a plurality of patients based on their payment habits;
- said servicer creating a report summarizing the results of said scoring step;
- said servicer transmitting said report to said provider; and,
- said provider creating a score for said patient and modifying said finance agreement's terms based on said report and said score.

Freeman teaches further comprising the steps:

- said servicer scoring a plurality of patients based on their payment habits **(Freeman: col. 9, 15 to col. 10, 5)**;
- said servicer creating a report summarizing the results of said scoring step **(Freeman: col. 9, 15 to col. 10, 5; col. 8, 50-53)**;
- said servicer transmitting said report to said provider **(Freeman: col. 8, 50-53)**. The examiner interprets that the reports are requested by the provider and transmitted when they have been generated.; and,
- said provider creating a score for said patient and modifying said finance agreement's

terms based on said report and said score (**Freeman: col. 9, 8-14**). The examiner interprets assessment of risk is used by many insurance companies to modify their insurance for the patient, which in turn is a finance agreement between a provider and patient.

One of ordinary skill in the art at the time the invention was made would have found it obvious to combine the teachings of Klesse in view of Whitney with Freeman with the motivation of having useful assessments of treatment effectiveness, insurance company performance profitability, and conformance with cooperative group requirements (**Freeman: col. 2, 59-64**).

*Response to Arguments*

31. Applicant's arguments with respect to claims 1-20 have been considered but are moot in view of the new ground(s) of rejection.

*Response to Amendment*

32. In response, all of the limitations which Applicant disputes as missing in the applied references, including the features newly added in the 09/14/2007 amendment, have been fully addressed by the Examiner as either being fully disclosed or obvious in view of the collective teachings of Whitney, Boyer, Klesse, and Freeman, based on the logic and sound scientific reasoning of one of ordinary skill in the art at the time of the invention, as detailed in the remarks and explanations given in the preceding sections of the present Office Action and in the prior Office Action (mailed: 06/05/2007).

*Conclusion*

33. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Sheetal R. Rangrej whose telephone number is 571-270-1368. The examiner can normally be reached on M-F 8:30-5:30.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas can be reached on 571-272-6776. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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12/5/07

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